

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5140; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@ci.fort-lauderdale.fl.us
ITB NO. 742-8958

ISSUE DATE: 10/15/03
PAGE 1 OF 21
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.**
ON: 11/14/03

TITLE: **SOLID WASTE COLLECTION & DISPOSAL**

PROCUREMENT SPECIALIST: **Richard Ewell, CPPB**

DEPT: **Sanitation**

CONTACT FOR TECHNICAL QUESTIONS: **Susan LeSage**
Bidder Must Complete the Following:

PHONE: **954-828-7828**

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05)
City, State, Zip (+4) (See General Conditions Section 1.01)	Yes_____ No_____ Other _____
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records	State or reference any variances (section 1.06)
Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	Web site address: http://www/ _____
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not</u> submit by facsimile. Facsimile bids <u>will not</u> be accepted.	
Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID/RFP No. 742-8958 Title: Solid Waste Collection & Disposal Opens: 11/14/03 2:00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm.	
_____ Signature of Authorized Representative	_____ Title (Typed or Printed)
_____ Name of Authorized Representative (typed or printed)	_____ Date

City of Fort Lauderdale

GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Procurement & Materials Management. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.09(a) CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any

variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Procurement Division immediately. Such notification must be received by the Procurement Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives,

or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

INVITATION TO BID #742-8958

PART I - INFORMATION/SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking Bids from qualified firms, hereinafter referred to as the Contractor, to provide collection and disposal of solid waste for City locations through the use of Contractor owned dumpsters serviced by Contractor owned front-end load trucks and roll-off trucks, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB). The intent of this contract is to assure the efficient, economical, healthful and aesthetic collection and disposal of solid waste for various departments of the City of Fort Lauderdale.

02. INFORMATION OR CLARIFICATION

For information concerning the technical specifications or scope of services, contact Susan LeSage at (954) 828-7828 or email Slesage@fortlauderdale.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5650. Questions of a material nature must be received no later than seven (7) days prior to the ITB due and open date. The entire Bid must be submitted in accordance with the Instructions To bidders contained in this ITB.

03. PRE-BID CONFERENCE

There will be a pre-bid conference on October 28, 2003, 10:00 am, at the Parks and Recreation Conference Room, 1350 W. Broward Blvd., Fort Lauderdale. While attendance is not mandatory, It is strongly suggested that all bidders attend the pre-bid conference.

04. SITE VISIT

It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

05. ELIGIBILITY

To be eligible to respond to this ITB, the proposing firm must demonstrate that they, or the principals assigned to the project, have within the past ten years, operated or had experience in operating a solid waste collection service as required by this Invitation to Bid in order to provide efficient and adequate service. The Contractor should have a minimum of five years experience in the operation of a solid waste collection service. In order to determine the eligibility of the Contractors, the bidder must list all terminated and existing collection services.

All Contractors shall also be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, and the expertise to perform the

services required in these specifications. No contract will be awarded to any Contractor who, as determined by the City, has an unsatisfactory performance record, inadequate experience or lacks the necessary capital or organization to conduct and complete the services in strict accordance with these specifications.

No bidder will be considered for this contract who is currently in litigation with a municipality, county, state or federal agency for non-compliance of a contract, or violation of controlling regulations of any state or federal agency or any criminal proceeding involving principal or corporate officers. By signing this bid, you are certifying that you are not so currently in such a litigation, nor in violation of controlling regulations of any state or federal agency, or involved in any criminal proceeding involving principal or corporate officers.

06. APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS

The Technical Specifications contained in this ITB are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City of Fort Lauderdale. The City is receptive to any product which would be considered by qualified City personnel as an approved equal.

The bidder must state clearly in his Bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the bidder's responsibility to provide adequate information in his Bid to enable the City to ensure that the Bid meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Bid which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

07. CONTRACT PERIOD

The initial contract term shall commence January 1, 2004 or date of award, whichever is later, and shall expire three years from that date. The City reserves the right to extend the contract for two (2) additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Manager. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

08. COST ADJUSTMENTS

The total cost per cubic yard quoted shall be firm for the first year of the initial contract term. Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the

Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

Upon City approval, any increase in the cost of disposal at the County incinerators may be passed on to the City by increasing the DISPOSAL COST PER CUBIC YARD by the same percentage increase as the cost of disposal at the incinerators. The Contractor will provide the City sixty days advance notice for the new price to be effective.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

09. INVOICES/PAYMENT

The billing and collection of all charges for services performed by the Contractor under these specifications shall be done and administered by the Contractor. The bill or invoice for services rendered under this contract shall be prepared monthly in a manner specified by the Contract Coordinator and rendered for payment to the City of Fort Lauderdale's finance department in the month following the month within which the services were received. The City retains the right to require separate invoices for each department receiving solid waste collection services from the Contractor. However, initially, services provided to all departments, excluding Parks and Recreation, will be billed to the Public Services Department and the Parks and Recreation Department will receive a separate invoice. Invoices shall be clear and conform to specifications so that they can be checked for accuracy. The information on the invoice will include:

1. Location name
2. Location address
3. Number of containers at the location
4. Size of containers (in cubic yards)
5. Number of pickups weekly per container
6. Total unit cost (per cubic yard)
7. Monthly charge per location
8. Franchise fee per location (17% of monthly charge)
9. Total charge per location (monthly charge + franchise fee)
10. Total charge for all locations

The format of the above required information on the Contractors monthly invoice or bill must be approved by the Contract Coordinator.

10. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

11. CONTRACT COORDINATOR

The City will designate a Contract Coordinator whose principal duties shall be :

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

12. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wished to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

13. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor.

14. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. ADDITIONAL ITEMS/DUTIES

The City may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

16. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance

Limits: Worker's Compensation - Statutory
Employer's Liability \$100,000

Comprehensive General Liability Insurance

Limits: Combined single Limit Bodily Injury/Property Damage - \$1,000,000

Limits: Bodily Injury - \$250,000 each person
\$500,000 each occurrence
Property Damage - \$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

Licensing of private garbage collectors is required in chapter 24, article II of the Code of the City of Fort Lauderdale, and is quoted as follows, “No person, firm or corporation shall remove or transport any garbage, trash, or similar waste material over the streets or public right-of-ways of the City or its real property for hire or salvage without first applying for and receiving a license for essential municipal service from the City of Fort Lauderdale. The license required by this section shall be in addition to and not satisfied by any occupational license which may be required of any person, firm or corporation which maintains its principal place of business or a branch office in the City of Fort Lauderdale”. The successful Contractor must obtain said license before commencing operation. License must remain current while the contract is in effect.

A City Occupational License is required if place of business or office is located within the City limits. The fee is based on capacity weight of the truck. Broward County requires an occupational license and the fee is based on the number of owners and employees of the company.

21. TERMINATION OF CONTRACT

If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the provisions of this agreement, the City may, upon written notice to the Contractor, terminate the right of the Contractor to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined. The Contractor shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

The City may also terminate this agreement at any time, without cause, by giving written notice to the Contractor of such termination and specifying the effective date of such termination. Such notice shall be given thirty (30) days prior to the effective date of the termination.

22. RETENTION OF RECORDS

Contractor agrees to retain all bookkeeping and/or accounting records, including supporting documentation pertaining thereto, for a period of five fiscal years provided applicable audits have been released. Applicable audits are defined as being those audits performed by the City's external auditor or the City's internal auditor.

23. BREACH OF CONTRACT

It shall be the duty of the City Manager and any official of the city which he/she may designate to observe the collection and disposal operations, and if in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Contractor, in writing, specifying the manner in which there has been a breach. If within a period of seven days the Contractor has not eliminated the conditions considered to be in breach, the City Manager shall so notify the City Commission and a hearing shall be set. At that time, the City Commission shall hear the Contractor and the City representatives and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City including, but not limited to, cancellation of the contract. There shall be no salvage operation performed by the employees of the Contractor while collecting refuse under this contract.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. DEFINITIONS

Solid Waste – Solid waste shall include, without limitation, all waste accepted at the Broward County incinerators as processable waste including; garbage, food scraps, food containers, rubbish, refuse and garden or horticultural trash. Construction debris is excluded.

White Goods – Those items identified as “white goods”, such as refrigerators, stoves, furniture, etc. will be required to be collected by the Contractor.

Construction Debris – Those items that are not acceptable as processable waste at the Broward County incinerators such as rocks, concrete, brick, roofing materials, wallboard, etc.

02. PERFORMANCE BY THE CONTRACTOR

The Contractor shall collect and dispose of solid waste, excluding white goods, from various City Departments. Collections are to be made from bulk containers or dumpsters (2, 3*, 4, 6 or 8 cubic yards in size) by use of front-end loader trucks. Lease charges, if any, must be included as an integral part of the collection cost per cubic yard.

To obtain a list indicating location, number/size of containers, etc., contact Susan LeSage at 954-828-7828. Locations, sizes of containers and frequency of pickup listings are estimates only, actual service levels could be different due to the changing nature/volume of solid waste generated. The Collection Cost per cubic yard, Disposal Cost per cubic yard and Total Cost per cubic yard must be the same for every location.

During the contract period, as requirements change, the Public Services Department may make any changes to this list as necessary by notifying the Contractor. Changes may include location, increase or decrease in number and/or size of containers and the frequency of pickup.

* located on the beach parking lot and moved onto the sand by City personnel to pick up beach debris, then returned to original position for pickup.

03. COMPLAINTS

The Contractor shall make every possible effort to resolve all complaints within twenty-four hours from the receipt of the complaint by the Contractor. User departments will file complaints with the Contract Coordinator who will pass them on to the Contractor. If the Contractor does not satisfy a complaint within the time specified, the City will take corrective action and all costs incurred by the City in doing so will be billed to and paid by the Contractor.

04. MISSED COLLECTIONS

In the event that individual units are missed during the regular collection route, the Contractor shall have all solid waste collected from the missed units within twelve hours after he is called or otherwise notified. If the Contractor fails to collect from the missed units within twelve hours of regularly scheduled collection (except in case of emergencies) or otherwise fails to comply with any of the terms, conditions and specifications of this contract, the City may, with its own

forces or others, cause the solid waste to be collected or otherwise perform specified services and charge the cost of performance including overhead to the Contractor.

05. DAMAGE TO PROPERTY

Collectors shall use extreme care to prevent damage to property of customers and the Contractor shall be responsible for any damage to such property proven to be caused by the negligence of his agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the City. If there is a dispute as to responsibility, then appropriate action will be determined by an arbitration board.

06. HOURS OF OPERATION

Collections shall be made with a minimum of noise and disturbance between the hours of 7:00 am and 7:00 pm. Change to these hours must be approved by the Contract Coordinator.

07. SPILLAGE AND LITTER

The Contractor shall not litter premises in the process of making collections and shall report any unsanitary conditions of premises, spillage, litter and/or overflow situations to the Contract Coordinator. During hauling, all solid waste shall be contained, and/or enclosed so that leaking, spilling or blowing of solid waste is prevented. The Contractor shall promptly clean up any spillage that results from his operation.

08. PUBLIC CONVENIENCE AND SAFETY

The Contractor shall at all times observe the City ordinances controlling or limiting those engaged in the work; and said Contractor and his surety hereby expressly bind themselves to indemnify and save the City harmless from all suits or actions or every name and description brought against said City for or on account of any injuries or damages received or sustained by any part or parties from the acts, omissions or negligence of said Contractor, or his servants or agents, including subcontractors, in doing the work herein contracted for, or by or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts recovered for infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workman's Compensations Laws. In order to afford further protection for City against any suit, suits, action or actions, damages or claims, the City Manager may, at his/her discretion, withhold any monies due the Contractor until such suits or actions have been properly adjudicated or settled and suitable evidence of such adjudication or settlement furnished to the City Manager.

09. COLLECTION AND DISPOSAL OF SOLID WASTE

The Contractor will be responsible for the collection and disposal of solid waste in accordance with his license to perform such services to the City. If disposal site fees for City-approved sites are increased during the contract period at no fault of the Contractor, then the City Manager has the authority to approve an increase as provided for in the Contract Cost Adjustments paragraph of this agreement.

10. CHANGES IN SERVICE LEVEL

All requests for changes in service level under this contract must be made in writing by the Contract Coordinator. If a request for a change in service level is made by a City user department other than Public Services, the Contractor will not act upon that request but instead inform the requesting party that they must process their request through the Public Services Department Contract Coordinator.

11. TRUCKS AND BULK CONTAINERS (DUMPSTERS)

All truck and bulk containers provided by the Contractor to be used in the service of this contract will be maintained in good condition and appearance. The trucks must be equipped with appropriate dumpster lifting devices. The Contractor will be responsible for all operating and maintenance costs associated with providing services under this contract. Equipment used in the service of this contract must be owned by the Contractor.

12. BID SUBMITTAL

Bidder to provide, along with his bid, the following attachments:

- A. Equipment Inventory: Submit a listing of your equipment and include, but not limit to; make, body type, size, chassis model, year, condition and whether owned or leased.
- B. Business References: List a minimum of five business references and include; name, type of business, address, owner and telephone number.
- C. Cancellation/Termination of Contracts: List any leases and/or contracts for the collection and disposal of solid waste held by your organization that have ever been cancelled or terminated before the end of the contract term by either party. Include the municipality or business name, location and circumstances.
- D. Personnel Qualifications: List your personnel qualifications and include; name of the person who will perform contract services, position, qualifications and years experience.
- E. Operational Experience: List your operational experience for both municipality and non-municipality service. Include the municipality or business identity, period of operation, name of an officer of the organization whom the City may contact and telephone number.
- F. Facilities: Describe your facilities and location including maintenance operations. Include the number of personnel assigned each type of operation, number of personnel assigned 24 hour service, system radio dispatch and any backup equipment if not previously listed.
- G. Additional Information: If you have additional information that will assist the City in evaluating your bid, submit with your bid proposal as a separate attachment.

13. FINANCIAL STATEMENT

If requested by the City, bidder must make a certified copy of their latest financial statement available for review at a time and place convenient to the City. Failure to do so could result in your bid being considered non-responsive.

14. FRANCHISE FEES

City franchise fees are not to be included in the bid price. It is understood that City franchise fees of 17% will be added to the invoice when the City is billed. Franchise fees are determined by multiplying the monthly charge for a location times 17%. The total charge billed for a location will be the monthly charge plus the City franchise fee. Special event supplemental charges are also subject to the franchise fee.

PART III – ROLL OFF SERVICE

The City currently utilizes roll-off containers at various sites, special projects and special events. Contractor will supply service at City locations on a scheduled basis and provide on-call service when requested.

01. COLLECTION SITES AND SERVICE REQUIREMENTS

The following is a listing of primary collection sites to be serviced under this contract. The City reserves the right to select size and locations of the containers. Information provided in the table for each collection site is intended to provide the bidder with estimates of the amount of equipment necessary to service this contract, and estimates of the TOTAL number of monthly pick-ups per container size required:

A. Parks and Recreation Transfer Ramp Snyder Park 3299 SW 4 Avenue

Roll-Off Container	Number Required	Usage	Estimated Pulls Monthly
30 yd	3	Bulk Horticulture	34

B. Public Services 1301 SW 2 Court

Roll-Off Container	Number Required	Usage	Estimated Pulls Monthly
30 yd	1	Tires	2

C. Special Projects & Events

Roll-Off Container	Number Required	Usage	Estimated Pulls Monthly
20,30,40 yd	4 each	Garbage Bulk Horticulture C & D Recycling	8

02. TYPES OF CONTAINERS

20 cubic yard
30 cubic yard
40 cubic yard

03. EQUIPMENT

All trucks and containers shall be clearly marked with the company name and phone number, neat and clean in appearance, and well maintained.

04. DELIVERY

Containers will be delivered to any site within the corporate city limits Monday – Saturday.

Regular Service :

- A. A pre-determined schedule of service
- B. On-call with more than twelve hours of notice
- C. 7:00am – 5:00pm

Emergency Service: (pick-up & delivery)

- A. Sunday or Holiday service
- B. On-call with less than twelve hours notice
- C. 5:00pm – 7:00am

05. PICK-UP

Contractor will pick-up the container within twelve hours after notification excluding emergency service.

06. TYPES OF MATERIAL

Garbage, Bulk Trash, Clean Horticultural Waste, Construction & Demolition Debris, Recyclables (tires, scrap metal, cardboard, phonebooks, etc.)

07. DISPOSAL

The Contractor shall be responsible for the payment of costs associated with dumping, disposal, incineration or other fees or costs, for collected trash excluding recyclables.

Garbage:	must go to Wheelabrator North or South	FY 03/04 \$ 85.93 ton
Bulk Trash:	contractor choice	
Clean Horticultural:	contractor choice	
C & D:	contractor choice	
Recyclables:	city will pay tip fee	

Wheelabrator South 4400 South State Road 7 Fort Lauderdale, FL
Wheelabrator North 2600 Northwest 48th Street Pompano Beach, FL

City will pay disposal fee for recyclables and contractor agrees to haul material to a facility designated by the city within Broward County depending on the program or project.

08. PRICE STRUCTURE – BASE CONTAINER BID

The bidder shall provide in the Proposal Section of this bid request, all-inclusive prices for delivery and pick-up of contractor-supplied container, transportation to disposal sites and disposal fees or costs based on a unit price per specific capacity container and material.

BIDDER NAME _____

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be on this page. Bidder MUST complete all blanks contained in these bid proposal pages and include all required attachments as requested; otherwise, the bid cannot be tabulated and may not be considered for award. City franchise fees are not to be included in the bid price.

GROUP A

1. Collection cost per cubic yard \$_____
2. Disposal cost per cubic yard + \$_____
3. Total cost per cubic yard = \$_____
4. Special event supplemental charges:
 - A. Pickup/Delivery (one time only per event) \$_____
 - B. Container Service (per service) \$_____
5. White goods pick up per item \$_____

GROUP B: Roll Off Service

	Garbage	Bulk	Horticulture	C & D	Recycling
20 Cubic Yard	\$_____	\$_____	\$_____	\$_____	\$_____
30 Cubic Yard	\$_____	\$_____	\$_____	\$_____	\$_____
40 Cubic Yard	\$ <u>NO BID</u>	\$_____	\$_____	\$_____	\$_____

Emergency Service as described in Part III, Section 04: \$_____ (Service Charge added to prices above for emergency service).

Bid Tabulation as per quantities stated in Part III, Section 01:

Item	Quantity	Description	Unit Price	Total Price
5.	34 pulls	30 yd, bulk horticulture	\$_____	\$_____
6.	2 pulls	30 yd, tires	\$_____	\$_____
7.	8 pulls	20, 30, 40 yd, bulk horticulture, garbage, C & D, Recycling	\$_____	\$_____
8.		Total Cost Items 5, 6, 7		\$_____

QUESTIONNAIRE

Do you have the required liability insurance and will you furnish a Certificate of Insurance with the City named as additional insured prior to the commencement of any contract work? ____Yes ____No

Do you have Workman's Compensation insurance? ____Yes ____No

Do you have the proper licenses/permits required? ____Yes ____No

Who will be your Contract Coordinator? _____Name _____Phone

Have you included an original and 1 copy of your bid response? ____Yes

Authorized Signature _____

8958 Solid Waste